



REQUEST FOR PROPOSALS

PROJECT: Design/Build-Bridging Contract for the Consumer Financial Protection Bureau Headquarters Renovation

SOLICITATION NO.: GS-11P-14-MK-C-0023

VOLUME : I OF I
REQUEST FOR PROPOSALS

PROPOSALS DUE: TECHNICAL & PRICE PROPOSALS

TIME AND DATE : 1:00 PM EST(Eastern), August 19, 2014

SUBMIT TO : GENERAL SERVICES ADMINISTRATION, NCR, PBS
7TH & D STREETS, SW
ROOM 2021 (Front Desk)
WASHINGTON, DC 20407

CONTACT PERSON: Ching Hung (202) 260-6963

GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION, PUBLIC BUILDINGS SERVICE
OFFICE OF PROJECT DELIVERY, CONTRACTS DIVISION

Design/Build-Bridging Contract for Consumer Financial Protection Bureau Headquarters Renovation Project, Washington, DC**552.219-71 Notice to Offerors of Subcontracting Plan Requirements (MAR 2012)**

The General Services Administration (GSA) is committed to ensuring that maximum practicable opportunity is provided to small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, before being awarded a contract exceeding \$1,500,000, any Offeror other than a small business concern must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Notice of Apprenticeship Programs

GSA is promoting the use of registered apprenticeship programs on this project. Submission of the Apprenticeship Labor/Trade Plan is required in this Phase II, RFP submission.

Notice of Equal Employment Opportunity (EEO) Compliance Plan

GSA has partnered with the Department of Labor to ensure compliance with equal employment opportunity requirements that apply to this project. An EEO Compliance Plan is required after the award.

Notice of Commercial Package Carriers

Because of increased security standards, commercial package carriers may experience delays in making deliveries to the address designated for receipt of offers. United States Mail delivered to Government offices in the Washington, DC area is subject to irradiation, significantly delaying deliveries and potentially damaging or defacing mail contents. Offerors should take these facts into consideration when determining how and when to transmit offers to the office designated for receipt.

Notice of Use of Non-Government Advisory Assistance:

The Government intends to disclose proposals received in response to this solicitation to nongovernment evaluators to assist GSA during the source selection. The exclusive responsibility for source selection evaluation and analysis of best value and trade-offs will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C.423) (hereinafter referred to as "the Act") as implemented in the FAR. The nongovernment evaluators are bound contractually by Organizational Conflict of Interest and Disclosure clauses with respect to proprietary information. Government contractors assisting in the proposal evaluation are procurement officials within the meaning of the Act, and will take all necessary action to preclude unauthorized use or disclosure of a competing Offeror's proprietary data.

Table of Contents

- I. General Information
 - A. The Solicitation and Contract
 - B. List of Solicitation Documents
 - C. Authorized Representatives
 - D. Estimated Price Range
 - E. FAR 52.236-27 Site Visit - Construction
 - F. Receipt of Offers
 - G. Questions Regarding Phase II
- II. Proposals
 - A. Proposal Content
 - B. Proposal Format
 - C. Price Proposal
 - D. Technical Proposal
 - E. Other Information to be submitted with Proposal
 - F. Requirements for Joint Venture Offerors
- III. General Provisions
 - A. Availability of Funds
 - B. Requests for Clarification or Interpretation
 - C. Notice to Small Business Firms
 - D. Information Concerning the Disclosure of Solicitation Results
 - E. Affirmative Procurement Program
 - F. Notice Concerning Preparation of Proposals
 - G. Bond Requirements
 - H. Vendor Past Performance System
 - I. Safeguarding Documents Designated as Sensitive But Unclassified
- IV. FAR/GSAR Solicitation Provisions
 - A. FAR 52.215-1 Instructions to Offerors—Competitive Acquisition
 - B. FAR 52.216-1 Type of Contract
 - C. FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work
 - D. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction
 - E. FAR 52.233-2 Service of Protest
 - F. Buy American Act
 - G. Buy American Act Exceptions
 - H. Small Business Subcontracting Plan
 - I. Project Labor Agreement (PLA)
 - J. FAR 52.252-1 Solicitation Provisions Incorporated by Reference

- V. Additional Solicitation Provisions and Instructions
 - A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29
 - B. FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions
 - C. Additional Provisions

- VI. Method of Award
 - A. Evaluation of Offers
 - B. Determination of Responsibility
 - C. Price Reasonableness
 - D. Unbalanced Prices
 - E. Total Evaluated Price
 - F. Evaluation of Joint Venture Offerors

I. General Information**I.A. The Solicitation and Contract**

- (1) This Solicitation sets forth requirements for Phase II proposals for the Design/Build-Bridging Contract for the Consumer Financial Protection Bureau Headquarters Renovation described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.
- (2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.
- (3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer.
 - a. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror; and
 - b. Delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

I.B. List of Solicitation Documents

The Solicitation Documents comprise:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form;
- (3) Standard Form (SF) 1442 – Solicitation, Offer, and Award;
- (4) Design Build Contract for CFPB Headquarters Renovation -The Agreement (hereinafter "The Agreement);
- (5) The Statement of Work (Attachment #1)
- (6) Revised CFPB Pricing Sheets (Attachment #2)
- (7) Wage Determination Sheet
- (8) Bridging Design Documents – including Design Objectives and Criteria, Drawings, and Specifications (on Compact Disk);
- (9) Performance Specification Division 01 (on Compact Disk); and
- (10) Office of Thrift Supervision Building Evaluation Final Report (Gensler, dated June 2010; on Compact Disk)

I.C. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

- (1) Contracting Officer
Name: Chrischanda S. Smith
Address: 301 7th & D Streets, SW, Room 2021, Washington, DC 20407
Telephone: 202-358-3573
Email: Chrischanda.Smith@gsa.gov

(2) Contract Specialist

Name/Title: Ching Hung, Contract Specialist
Address: 301 7th & D Streets, SW, Room 2021 Washington, DC 20407
Telephone: 202-260-6963
Email: Ching.Hung@gsa.gov

I.D. Estimated Price Range

The estimated price range for the project is between \$80,000,000 and \$100,000,000.

I.E. FAR 52.236-27 Site Visit - Construction (FEB 95)

The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

(1) A site visit will be held:

Date: Wednesday, July 2, 2014

Time: 10:00AM EST

Location: Consumer Financial Protection Bureau (CFPB) Building
1700 G Street, NW
Washington, DC 20552

(2) Pre-registration is required for all attendees.

- Representatives are limited to no more than **six (6)** from each Offeror.
- Each Offeror must provide the following information for all attendees:
 - Representative, First and Last name
 - Company
 - Phone Number
- This information shall be submitted via email to ching.hung@gsa.gov, by **Monday, June 30, 2014 at 3:00 PM EST.**

(3) Participants must have a valid, Government issued photo identification in order to gain access to the building for the pre-proposal Site Visit.

- Offerors should allow for enough time for security and entry. **During the site visit, all comments intending to clarify or improve the RFP will be considered. Upon implementation of any approved recommendations, an amendment to the RFP will be issued via the Federal Business Opportunity website (www.FBO.gov). Unless formally amended, all terms and conditions of the RFP will remain unchanged following the proposed site visit.**

For questions about the site visit or access requirements, please contact Ching Hung.

.F. Receipt of Offers

- (1) In order to be considered for award, Phase II proposals conforming to the requirements of this Solicitation must be received no later than **1:00 PM EST** on the following date and address:

Date: **Tuesday, August 19, 2014 at 1:00 pm**

Address: 301 7th & D Streets, SW,
Room 2021 (Front Desk ONLY)
Washington, DC 20407

NOTE**: Delivery of the proposal submission must be made to the front desk **ONLY** in Room 2021. Proposals must not be delivered to any other location within 2021. Proposal must be submitted in hard copy format.

- (2) All submittals must clearly indicate the solicitation number.
- (3) Offers sent by commercial package delivery and hand delivery shall be deemed received as of the date and time of delivery to the office designated for receipt of offers. Offers sent by facsimile will not be accepted.
- (4) Offers sent by United States Mail shall be deemed timely if delivered to the address of the office designated for receipt of offers on or before the date established for receipt of offers.
- (5) Offerors are responsible for the timely delivery of their submissions. Late submissions will not be considered.

I.G. Questions or Request For Clarifications Regarding Phase II

All questions are due on or before **1:00PM EST Wednesday, July 11, 2014**, submitted electronically to the Contract Specialist, Ching Hung via ching.hung@gsa.gov.

- Questions should clearly reference the applicable section, paragraph, and page number of the Request for Proposal.
- Questions about Bridging Document drawings should reference the drawing number and detail number.
- Questions about the Specifications should reference the question and paragraph.

Any responses provided by GSA will be issued electronically via email as an Amendment to the Solicitation.

II. Proposals**II.A. Proposal Content**

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- (1) Price Proposal (Volume I)
- (a) Representations and Certifications
- (b) **Subcontracting Plan**

(c) Small Disadvantaged Business Participation Program

- (2) Phase II Technical Proposal (Volume II)
- (a) Project Management Plan
 - (b) Design Intent
 - (c) Labor/Trade Apprenticeship and Training Program
 - (d) Project Labor Agreement (PLA)

II.B. Proposal Format

- (1) Proprietary Data

All pages of both the technical and price proposals must be reviewed for and marked as proprietary data content, by the Offeror, in strict compliance with FAR 52.215-1 and FAR 3.104-4; a single blanket statement at the front of the proposal is not adequate. Failure to mark every page will subject your technical proposal to public release through Freedom of Information Act requests.

- (2) Proposal Arrangement

Each proposal shall consist of **two** physically separate volumes that have been individually titled and numbered on the exterior of the top covers as stated below.

The required number of each proposal volume is also shown below:

<u>VOLUME</u>	<u>VOLUME TITLE</u>	<u>COPIES</u>
I	Offer, Pricing and related documents	Original + 6
II	Technical Proposal	Original + 6

- Do not exceed the above number of volumes. These volumes may not be broken down into separate booklets.
- Label all packages with the name and business address of the firm(s), solicitation number, and the contents.
- All materials submitted shall use:
 - 12 point, Times New Roman font;
 - Single-spaced on 8 ½" x 11" white paper (unless an exception is explicitly stated);
 - One inch margins all around; and
 - Single sided

II.C. Price Proposal

- (1) Contents

The Price Proposal shall consist of:

- The SF 1442 with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement.

- Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

(2) Qualifications, Exclusions and Conditions

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

(3) Project Labor Agreement

Offerors may submit a price proposal subject to the Project Labor Agreement (PLA) requirements set forth in this solicitation (a PLA proposal), a price proposal not subject to the PLA requirements set forth in this solicitation, or both. Any price proposal submitted shall clearly identify whether it is subject to such PLA requirements.

(4) Additional Price Proposal Submittal Requirements:

Price Proposal (Volume I) – Contents (per copy): All copies must contain original signatures (dark blue ink) on all documents signed. Be sure that all information is correct and accurate. Protruding tabs must be used to separate each section/form(s). The Offeror must include:

- (i) **TAB 1** - one (1) Standard Form 1442 (Solicitation, Offer and Award)
- (ii) **TAB 2** - one (1) set of Representations and Certifications with all entries completed including the Tax and DUNS numbers.
- (iii) **TAB 3** -one (1) copy of the completed pricing sheets attached to this RFP; attachments to the pricing sheets from the Offeror which detail additional pricing/information may be included, provided they are so identified and do not qualify or form a part of the offer.

All pricing sheets must be completely filled out. Be sure that all information is correct and accurate.

- (iv) **TAB 4** - one (1) copy of the small business subcontracting plan

- (v) **TAB 5** - one (1) copy each of the following forms: Certificate of Procurement Integrity, GSA Form 527, Standard Form LLL.

II.D. Technical Proposal

1) Content and Format

The Technical Proposal shall not contain more than 60 numbered pages, which shall be inclusive of the table of contents, charts, exhibits, and any other materials that the

Offeror deems necessary as part of a complete response to the requirements of each evaluation factor listed herein.

Offerors must be responsive to all the requirements of the Solicitation. Proposals that are responsive to all the requirements of the Solicitation will be evaluated against the following six (6) non-price award factors:

- | | |
|--|-------|
| 1. Phase 1 – RFQ Rating | (30%) |
| 2. Project Management Approach | (20%) |
| 3. Design Intent | (20%) |
| 4. Labor/Trade Apprenticeship and Training Program | (10%) |
| 5. Small Disadvantaged Business Participation Plan | (10%) |
| 6. Project Labor Agreement (PLA) | (10%) |

2) Evaluation Methodology

Offerors' responses to the Phase I evaluation factors served as the basis for the determination of the short list of offerors (maximum 5 offerors) deemed most qualified to participate in Phase II. Phase II, the Request For Proposal (RFP), shall result in the selection of the design/build-bridging construction contractor whose offer provides the best value to the Government. Final selection will be made based on Source Selection procedures identified in Source Selection Plan, RFQ rating, RFP evaluation factors and FAR 15.304(e). The Government will consider all technical evaluation factors, when combined, to be approximately equal to cost or price. Proposals shall be evaluated without regard to the relative strengths and weaknesses of competing proposals. Care must be taken to ensure that evaluations accurately reflect the evaluator's assessment of each RFP offer as measured solely against the standards of the RFP and the SSP. SSEB members will have access to the reports and findings of the various technical advisors, if any.

The Government intends to use the trade-off process in selecting an offer that is most advantageous to the Government. The trade off process is a method of evaluating price and other factors as specified in the solicitation used to select the offer that provides the best value to the Government. The process permits trade-offs among price and technical factors. Because the trade-off process allows award to the offer that provides the government with the best value, it allows the government to accept other than the highest technically rated offer and other than the lowest priced offer. Technical evaluation factors other than cost or price, when combined are approximately equal to cost or price. Proposals will be arrayed in accordance to technical ratings and prices.

The award may be made without discussions of proposals, per FAR15.306 (3). Offerors should submit initial proposals on the most favorable terms from a technical and price standpoint. The evaluation process will be conducted by the Contracting Officer and the Source Selection Evaluation Board (SSEB) in accordance with FAR 15.1, Source Selection Processes and Techniques.

EVALUATION FACTOR 1: Phase I - RFQ Rating

The score awarded to the Offeror for its response to the Phase 1 - RFQ will represent 30% of the Offeror's evaluated technical score in the Phase II - RFP. There is no submittal required for evaluation factor No. 1.

EVALUATION FACTOR 2: Project Management Approach

The Government will evaluate Offerors' proposals under this criterion per the following subfactors:

1. Staffing Plan
2. Quality Control (QC) Plan
3. Subcontracting Plan
4. Schedule Control
5. Site Logistics Plan

Each item above shall be written in a manner that responds to the unique characteristics of this project. The proposal submission requirements listed below should be coordinated with and may refer to each other. The Offeror's response to this evaluation factor (including charts and narratives) shall become part of the contract awarded to the successful Offeror and shall be the basis for detailed plans required by the Division 01 specifications.

1. Staffing Plan

The Offeror shall provide a staffing plan for the Offeror's management and coordination of the work performed by Offeror's team, consultants, and major subcontractors. The staffing plan shall include i) an organizational chart and ii) a narrative description of the roles and responsibilities of all staff required for the successful performance of the design and construction scope of work, including self-performed and subcontracted trades. The Staffing Plan shall identify the major subcontractors and discuss their roles in design and construction. Major subcontractors included in the staffing plan, at a minimum, shall include:

- (a) Demolition
- (b) Structural (concrete and steel)
- (c) Masonry
- (d) Mechanical
- (e) Sprinkler / Fire Protection
- (f) Electrical / Telecommunications
- (g) Vertical Transportation
- (h) Blast Windows / Other Glazing
- (i) Roofing
- (j) Waterproofing

Any organization charts must show how the Offeror's team is organized. Organization charts may be provided on single-sided, 11"x17" pieces of paper. Organization charts must include, at a minimum:

- (a) The general contractor's organization;
- (b) Major subcontractor functions;

- (c) Lead design organization;
- (d) Key consultant and sub-consultant functions; and
- (e) The following personnel:
 - (i) Principal-In-Charge of the D/B-B Contractor Entity
 - (ii) D/B-B Principal Project Manager
 - (iii) D/B-B Project Superintendent
 - (iv) D/B-B MEP Coordinator
 - (v) D/B-B QC/QA Manager
 - (vi) A/E Lead Designer
 - (vii) A/E Project Design Manager
 - (viii) MEP Lead Design Engineer(s)
 - (ix) Historic Preservation Specialist
 - (x) On-Site Security Manager
 - (xi) Certified Industrial Hygienist
 - (xii) Facilities Manager (Option 9)

All organization charts must show the relationships, roles, lines of authority, and communications between organizations and personnel. In the event that a replacement for key personnel is needed, the Contractor shall submit the replacement's qualifications to the Government for review and approval. The Contractor shall not provide a replacement without the prior consent of the Government.

2. Quality Control (QC) Plan

The Offeror shall provide a QC plan tailored to the CFPB project. The written plan must contain Offeror's methodology for controlling quality during both design and construction, including work by subcontractors. The QC Plan shall be the basis by which the Offeror to whom this contract is awarded shall develop the final project QC Plan.

3. Subcontracting Plan

Offerors shall submit a subcontracting plan that meets the small business subcontracting goals delineated herein.

Proposals submitted by large business Offerors must include a small business subcontracting plan, in which they are required to discuss and include their plan for subcontracting with small business firms. The Subcontracting Plan shall be complete with all applicable information set forth clearly and concisely, per the requirements of FAR 52.219-9.

If selected for award, the Offeror's subcontracting plan shall be immediately ready for approval and no additional information shall need to be obtained in order to prepare or alter the subcontracting plan that was submitted within the Offeror's proposal. An Offeror's failure to submit an acceptable subcontracting plan and/or to correct deficiencies in a subcontracting plan within the time specified by the Contracting Officer shall make the Offeror ineligible for award. An acceptable subcontracting plan will meet or exceed the following target participation goals, which are expressed as a percentage of planned subcontracting dollars. There shall be no double counting of dollar amounts.

- | | | |
|-------------------------------|------------|--------------------------------------|
| (a) Total Subcontracting Plan | <u>100</u> | percent |
| (b) Small Business | <u>39</u> | percent of (a), which shall include: |

Small Disadvantaged Business	<u>8</u>	percent of (a)
Women-Owned Small Business	<u>5</u>	percent of (a)
HUBZone Small Business	<u>3</u>	percent of (a)
Veteran-Owned Small Business	<u>5</u>	percent of (a)
Service Disabled Veteran-Owned Small Business	<u>5</u>	percent of (a)

The Small Business Overall Target Participation goal is a summation of all awards to:

Small Disadvantaged Business (SDB);
 Women-Owned Small Business (WOSB);
 Hub Zone Small Business (HUBZ);
 Veteran-Owned Small Business (VOSB); and
 Service-Disabled Veteran-Owned Small Business (SDVOSB)

The Government will allow the Offeror's Subcontracting Plan to include Overall Target Participation for first tier subcontracting. A more favorable consideration will be given to the extent of the participation of Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Hub Zone Small Business (HUBZ), Veteran-Owned Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB) that exceed GSA's subcontracting goals in this RFP.

4. Schedule Control

The Offeror shall submit i) a critical path method (CPM) schedule and ii) a narrative describing the Offeror's approach to design and construction schedule control.

i. CPM Schedule

Offerors shall submit a CPM schedule of a minimum of 150 activities for the project that is consistent with the contract durations/milestones listed below. The CPM schedule shall be graphical in nature. The schedule may be presented on single-sided 11"x17" paper, as long as the size and format of the information communicated is legible. Information provided by the Offeror that is illegible may result in a lower evaluation score.

Below is a table of projected milestone dates.

Phase	Timeframe
Solicitation and Procurement	March 2014 – September 2014
Design Build	September 2014 – March 2017
Building Commissioning	September 2016 – March 2017
Building Turnover	March 2017 – May 2017
Move In	May 2017 – July 2017
Tenant Process Systems Commissioning	January 2017 – May 2017

The CPM schedule shall be activity- and milestone-oriented, indicating the

breakdown of major tasks to be accomplished and their duration in calendar days. The Offeror shall highlight tasks on the critical path. The proposed project schedule shall reflect the stated contract period of performance and realistically portray the expected duration of activities for that time period.

ii. Schedule Control Narrative

In addition to the CPM schedule the offeror shall provide an accompanying schedule control narrative. This narrative shall:

1. Describe and justify the breakdown of tasks and the anticipated sequence of efforts, and deliverables;
2. Describe the time control strategies and systems used to handle delays and minimize schedule creep; and
3. Discuss the anticipated approach to recovery schedules, short-term lookahead schedules, and other scheduling tools.

5. Site Logistics Plan:

The Offeror shall submit a site logistics plan (SLP) for the project that is consistent with the constraints and challenges described in the Solicitation documents. The Offeror's submission should address all of the following, but may include other site-specific constraints and challenges:

- (a) Coordination of worker access and material deliveries with existing retail operations (trash pickup and deliveries),
- (b) Perimeter security,
- (c) Maintenance of pedestrian access to operational retail spaces,
- (d) Material staging and distribution,
- (e) Crane locations and boom swing range,
- (f) Winder building protection,
- (g) Scaffolding, and
- (h) Tree protection.

An SLP that fully addresses items 'a' through 'h' listed in the solicitation documents will receive a more favorable rating.

EVALUATION FACTOR 3: Design Intent

The Contractor shall provide concise but comprehensive design concept narratives with diagrams as indicated below that explain:

1. The design intent in response to the Design Objectives and Criteria;
2. Design features which are innovative and/or which will provide tangible or intangible benefits to the Government;
3. The design intent of all major building systems and disciplines, including equipment and materials and diagrams where indicated;

4. Why the chosen systems for each discipline are superior for this particular project, considering how these systems integrate with other major building systems; and
5. How the important design intent objectives such as aesthetics, flexibility, energy conservation, maintainability, durability and workplace environment will be incorporated into the proposed design.

Narratives

For each of the disciplines listed below, limit narratives to 8½" x 11" pages and, if a diagram is noted as required, limit to either 8½" x 11" or 11"x17" pages.

1. Historic Preservation

- (a) Describe how the Contractor and its subcontractors and consultants will identify and manage the unique historical elements of this project, including the protection and monitoring of the Winder Building and the protection of historic building elements.

2. Civil

- (a) Describe the relocation and operation of existing utilities to ground floor retail spaces as they impact continuing retail operations.
- (b) **Diagram:** Provide a Site Utilities Plan that shows planned utilities systems and preliminary routing of new site utilities. Indicate/locate meters and system isolation valves. Include service entries and metering.

3. Selective Demolition

- (a) Describe the means and methods of accomplishing the selective demolition work and procedures that shall be implemented so as not to overload any portions of the structure or cause damage to portions of the building that are to remain.
- (b) Describe how the Offeror will mitigate the transmission of sound and migration of dust/dirt to other parts of the building during the selective demolition work. Include a discussion of the methods and procedures for hazardous material abatement within the selective demolition program.

4. Architecture

- (a) Describe how the consistency and continuity of design will be continued in the design of elements not shown within the bridging documents.
- (b) Describe conceptually the proposed approach to public spaces throughout the building including architectural features and finishes.
- (c) Discuss how the desired workplace environment will influence the selection of non--architectural elements.
- (d) Explain how the proposed systems will affect the quality, aesthetics and performance of the building including issues such as constructability.

5. **Curtain Wall and Glazed Assemblies (Window Wall)**

- (a) Window/Door Replacement and Structural Enhancement - Describe the materials and attachment methods proposed for the replacement windows and doors of the building and how the proposed windows and doors will meet the design criteria of the Bridging documents. Provide an explanation of the procedures for unloading and distributing the new windows throughout the buildings and how the installation will be accomplished.

Provide photographs or descriptive catalog information on proposed window materials.

6. Site Utilization and Temporary Works

- (a) Explain measures to be taken for workmen accessing and leaving the site and for securing and monitoring the job site.
- (b) Explain the general utilization of the areas surrounding the building. Explain how materials will be distributed upon delivery to the site.
- (c) Explain the general procedures and strategy for accomplishing the subgrade work in the Liberty Plaza.
- (d) Describe how the continuity of retail operations remaining in place will be protected. Describe required sustainment utilities, traffic, pedestrian and retail worker safety and security, and how utility cutovers and outages will be coordinated with the building operator and tenants.
- (e) Offeror may refer to the write-up for Evaluation Factor Management Approach item "Site Logistics Plan."
- (f) **Diagram:** Provide a Site Utilization Plan that outlines the proposed utilization of the site, including the locations of temporary office and storage facilities, parking, construction entrances, staging and storage areas, stockpile, tower cranes, erosion/sediment control, tree save areas, and construction fencing.

Design Package and Review Strategy

Offerors shall provide a written outline of the proposed contents of each post-award design package submission. This outline shall use the same terminology as used in the Division 1 requirements for design submissions. The outline shall include the Offeror's design package and review strategy as it comprises the following:

- 1. Design packages (early or fast track packages, if any, versus the packages required by the scope);
- 2. Reviews required for each package;
- 3. The A/E team's role during construction;
- 4. The A/E team's quality assurance activities that shall be implemented to ensure that the intent of the bridging documents is met by the final design.

EVALUATION FACTOR 4: Labor/Trade Apprenticeship and Training Program

The Government will evaluate the means by which the Offeror shall promote the growth of skilled craft labor, specifically the Offeror's use of a registered apprenticeship program. As used herein, the term "registered apprenticeship program" is a Program that is registered with the United States Department of Labor or State Apprenticeship Council. The Offeror's failure to use such a program, however, shall not preclude contract award to that Offeror. Additional favorable consideration will be given to Labor/Trade Apprenticeship Programs that incorporate an allocation of apprenticeship positions for District of Columbia residents.

The Offeror shall provide a Labor/Trade Plan, detailing the following:

- 1. Trades to be subcontracted and those to be self-performed.

2. Percentage of subcontractors to be awarded to entities using registered apprenticeship programs. The Offeror shall discuss this information as it applies to trades in the event that the Offeror intends to self-perform trades.
3. Target number of apprentices to be employed under this contract and a plan that describes recruitment and training strategies.
4. New apprenticeship programs to be initiated as a result of this contract.
5. The means to recruit and employ Registered Apprentice Labor.
6. Dollars Planned to be invested in this program (to include informal and formal classroom training).
7. Safety Training Program.
 - (a) Provide a complete list of specific training courses and requirements to be utilized by the contractor and major trade contractors or subcontractors.
 - (b) Provide for each contractor or subcontractor, the following information regarding any safety training provided for supervision and craft labor employees:
 - 1) How much time approximately does each company devote to safety training?
 - 2) What steps are taken to ensure that safety training is conducted in an effective manner?

EVALUATION FACTOR 5: Small Disadvantaged Business Participation Program

Offerors shall submit a Small Disadvantaged Business Participation Plan which addresses how they expect to include small disadvantaged businesses in the performance of the contract. Participation in performance of the contract includes joint ventures, teaming arrangements, and subcontracts. The following are not subfactors but rather are items that the Government will consider in evaluating the Offeror's proposal:

1. The extent to which SDB concerns are specifically identified;
2. The extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones);
3. The complexity and variety of the work SDB concerns are to perform;
4. The realism of the proposal;
5. Past performance of the Offeror in complying with subcontracting plan goals for SDB concerns and monetary target for SDB participation; and
6. The extent of participation of SDB concerns in terms of the value of the total acquisition.

Offerors shall provide targets, expressed in dollars and percentages of total subcontract value, in each of the applicable, authorized NAICS Industry Subsectors. Targets for SDB participation shall be at least 8% of **the total acquisition value of the contract**. The targets may provide for participation by the prime contractor, joint venture partners, teaming arrangement member, or subcontractors. (See also the requirements under FAR 52.219-24). Any targets will be incorporated into and become part of any resulting contract.

The Government will rely on the information received in the Offeror's submission. However, the Government reserves the right to obtain and utilize information from any source.

The standard is met when the Offeror submits a Participation Plan that adequately addresses at least three of the six elements listed above and provides for a minimum level of participation by SDB's in the percentages specified above. More favorable consideration will be given to

Participation Plans that adequately address four or more of the above-listed elements, and/or exceed the 8% SDB participation target.

EVALUATION FACTOR 6: Project Labor Agreement (PLA)

A proposal submitted subject to the PLA requirements set forth in this solicitation will receive full credit under this evaluation factor. A proposal submitted not subject to such PLA requirements will receive no credit under this evaluation factor.

1. This Project Labor Agreement section only applies to proposals submitted subject to the PLA requirements of this solicitation.
2. **52.222-33 Notice of Requirement for Project Labor Agreement (May 2010) Alternate 1 (DEVIATION July 2011)**

(a) Definitions. "Labor organization" and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with all labor organizations having jurisdiction over the trades involved in the construction of the project. The project labor agreement must be signed by all such labor organizations and cover the entirety of the construction work to be performed during the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall—

- (1) Bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;
- (2) Allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
- (3) Contain guarantees against strikes, lockouts, and similar job disruptions;
- (4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
- (5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
- (6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.

- (c) The requirements of 52.222-33 Alt I are supplemented as follows:

1. The project labor agreement reached pursuant to FAIR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.
2. Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

II.E. Other Information to be Submitted with Proposal

1. Representations and Certifications

- a. Proof of Registration in the System for Award Management (<https://www.sam.gov>)
- b. Proof of Bonding Capacity to \$100,000,000.
 - a. If the additional information listed in II.E. is not submitted with Offeror's proposal the offer will be considered unacceptable.

II.F. Requirements for Joint Venture Offerors

1. All offers submitted by (actual or proposed) joint ventures must include a copy of the joint venture agreement which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.
2. An authorized representative of each member of the joint venture must sign the submission accompanying an offer regardless of any agency relationship established between the members.
3. Representations and certifications, financial information, and past performance information must be submitted for each member of the actual or proposed joint venture.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the Contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of Contract award.

III.B. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the

Small Business Administration (SBA) (www.sba.gov). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.C. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.D. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to clauses FAR 52.204-4 requiring double sided printing on recycled paper for all reports and FAR 52.223-10 encouraging vendors to practice waste reduction.

III.E. Notice Concerning Preparation of Proposals

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

III.F. Bond Requirements

Any contract awarded will require a performance bond and a payment bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirements of clause FAR 52.228-11 Pledge of Assets.

III.G. Vendor Past Performance System

(1) The General Services Administration (GSA), Public Buildings Service (PBS) is using the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process. The system enables a comprehensive evaluation by capturing comments from both GSA and the contractor.

- (a) Contractor Performance Assessment Reporting System (**CPARS**): Used to create past performance evaluations on services procurements;
- (b) Architect Engineer Contract Administration Support System (**ACASS**): Used to create past performance evaluations on A/E procurements; and

- (c) Construction Contractor Appraisal Support System (**CCASS**) module: Used to create past performance evaluations on construction procurements.

Throughout the rest of this section, the term “CPARS” will mean the overall evaluation system (inclusive of the CPARS, ACASS and CCASS evaluation modules).

(2) Each award requiring an evaluation will be registered in CPARS by the Government. Within 30 days of award, the contractor will receive an email that contains user account information, as well as the applicable contract number(s) and evaluation module assigned. The contractor will have one user account set up that will allow access to all three modules.

(3) Contractors are encouraged to visit http://www.cpars.csd.disa.mil/allapps/cpartnrg/webtrain/webtrain_all.htm to sign up for free on-line **Contractor Overview training** when these sessions are offered. The training session is two (2) hours and is specifically for contractor users who will provide Past Performance Evaluation comments on PBS evaluations.

(4) After the contracting officer prepares and releases a contract evaluation, the contractor will receive an email alerting them the evaluation is ready for their review and comment. The contractor will have 30 days to respond to the evaluation. GSA shall provide for review at a level above the contracting officer (e.g., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

NOTE: Unless the contractor provides a different point of contact (POC) to the contracting officer after award, the Past Performance Point of Contact (POC) listed on the contractor's Central Contractor Registration (CCR) profile will be used as the default Past Performance POC. **This is the individual who will receive CPARS email alerts.** In accordance with FAR Clause 52.204-7 the contractor is responsible for the accuracy and completeness of the data within the CCR database.

(5) Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions.

NOTE: On 7/1/2014, the CPARS System will be merging into 1 module (CPARS). The ACASS and CCASS modules will no longer exist as separate modules.

III.H. Safeguarding Documents Designated as Sensitive But Unclassified

Certain information contained in the Solicitation Documents may be designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information set forth in Section III of the Agreement (Administrative Matters) as a condition of receipt of such information.

IV. FAR/GSAR Solicitation Provisions

IV.A. FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 04)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in

connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government. (f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

IV.B. FAR 52.216-1 Type of Contract (APR 84)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

IV.C. FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 05)

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

IV.D. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
28%.	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: Washington, DC Metropolitan Area

IV.E. FAR 52.233-2 Service of Protest (SEP 06)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

IV. F. Buy American Act

52.225-11 Buy American Act—Construction Materials under Trade Agreements.

Buy American Act—Construction Materials under Trade Agreements (Aug 2009)

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a-10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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Item 2:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

FAR 52.225-1 Buy American Act- - Supplies (FEB 2009)

FAR 52.225-3 Buy American Act - - Free Trade Agreements - - Israeli Trade Act (Mar 2012)

IV.G. Buy American Act Exceptions

For Buy American Act provision exceptions, if any, see the applicable Buy American Act provision elsewhere in Section IV.

IV.H. Small Business Subcontracting Plan

A Small Business Subcontracting Plan, as required under FAR 52.219-9, is required to be submitted with offers from large businesses.

[GSAR (552.219-71/72/73(Alt 1))]

IV.I. Project Labor Agreement (PLA)

(1) This Project Labor Agreement section only applies to proposals submitted subject to the PLA requirements of this solicitation.

(2) FAR 52.222-33 Notice of Requirement for Project Labor Agreement (May 2010) Alternate 1 (DEVIATION July 2011)

(a) Definitions. "Labor organization" and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with all labor organizations having jurisdiction over the trades involved in the construction of the project. The project labor agreement must be signed by all such labor organizations and cover the entirety of the construction work to be performed during the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall—

- (1) Bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;
- (2) Allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
- (3) Contain guarantees against strikes, lockouts, and similar job disruptions;
- (4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
- (5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
- (6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.

(3) The requirements of 52.222-33 Alt I are supplemented as follows:

(a) The project labor agreement reached pursuant to FAR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.

(b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

IV.J. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the

provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.222-38	Compliance with Veterans' Employment Reporting Requirements	SEP 10
52.236-28	Preparation of Proposals—Construction	OCT 97

V. Additional Solicitation Provisions and Instructions

V.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29. (AUG 98)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

Copies of the bridging documents will be available on Compact Disk (CD). Compact disks, along with the Phase II Request for Proposal (RFP), will be sent via UPS next day service to **SELECTED PHASE II OFFERORS (PRIME CONTRACTORS ONLY)** on 06/27/14.

Offeror's receiving copies of the documents (via CD) must comply with the terms of the following notice:

"Notice to prospective bidders/offerors: Associated plans, drawings, or specifications provided under this solicitation are intended for use by the prospective bidders/offerors (and their subcontractors and suppliers). In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, to include:

- 1) Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;

- 2) Making every possible effort that is reasonable and prudent to prevent unauthorized disclosure of this information;
- 3) Upon award and completion of any appeals process, unsuccessful bidders/offerors making every reasonable and prudent effort to destroy or render useless all information/documentation received during the solicitations and/or appeals process; and
- 4) The awardee continuing the efforts required above throughout the entire term of the contract and for what specific time thereafter as may be necessary, as determined by the awardee.”

Only Offerors receiving copies of the construction documents will receive amendments to the construction documents.

V.B. FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)

(a) The specifications cited in this solicitation may be obtained from: GSA Specifications Unit at (202) 755-0325. MIL Specifications may be obtained by calling (215) 697-2179.

(b) The request should identify the solicitation number and the specification required by date, title, and number as cited in the solicitation.

V.C. Additional Provisions

None used.

VI. Method of Award

VI.A Evaluation of Offers

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be most advantageous to the Government, Total Evaluated Price (See Attachment) and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

- a) Phase 1 – RFQ
- b) Project Management Approach
- c) Design Intent
- d) Labor/Trade Apprenticeship and Training Program
- e) Small Disadvantaged Business Participation Program
- f) Project Labor Agreement (PLA)

(2) Tradeoff Information:

The Governments intends to use the trade-off process in selecting an offer that is most advantageous to the Government. The trade-off process is a method of evaluating price and other factors as specified in the solicitation to select the offer that provides the best value to the

Government. The process permits trade-offs among price and technical factors. Because the trade-off process allows award to the offer that provide the government with the best value, it allows the government to accept other than the highest technically rated offer and other than the lowest priced offer. Technical evaluation factors other than cost or price, when combined are approximately equal to cost or price. Proposals will be arrayed in accordance to technical ratings and prices.

An assessment of each offer's proposal strengths and weaknesses based on the evaluation factors and the SSP will be completed. Price will be used by the SSEB to judge the value of the work to be done and the quality of services to be furnished, and not as an addition to the cumulative score or rating resulting from the technical evaluation. Any exchanges made with Offeror's after receipt of proposals will be conducted in accordance with FAR 15.306.

All pricing information must be offered to be considered for selection and award.

ORAL PRESENTATIONS

Offerors who are placed in the competitive range may be required to make an oral presentation. The oral presentations, in accordance with FAR 15.102, will be used to augment the written information submitted, (from both the Phase I - RFQ and Phase II – RFP) and enhance the Government's ability to adequately evaluate the written information submitted.

The Offeror's understanding of the work to be performed and the methods and means to ensure the project is managed in a manner which will maximize the opportunity for successful completion of the project will be evaluated. The key management personnel proposed by the offeror will be required to make the presentation. Corporate management personnel should not participate in the presentation, except for the purpose of introductions. The oral presentation should demonstrate the following:

- The staffing provided for design and construction is adequate and realistic for the anticipated activities performed over the targeted duration of the project.
- The Offeror includes the performance of all applicable functions.
- The Offeror and its management can efficiently manage problems relating to coordinating of project activities, potential impediments to timely project completion, cost containment, etc.
- The management organization includes adequate description of leadership assignments, responsibilities, lines of communication, etc.
- The Offeror considers Quality Control Planning.

Discussions in accordance with FAR 15.306(d) may be conducted immediately following oral presentations. However, the Government may inform the Offeror in writing of deficiencies and/or significant weaknesses prior to the oral presentations.

VI.B. Determination of Responsibility

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

VI.C. Price Reasonableness

In Phase II, the proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will not perform a price realism analysis of the Offeror's proposal.

VI.D. Unbalanced Prices

All offers must include balanced prices. If this Solicitation requires unit prices, option prices, or bid rates, the Contracting Officer may reject any proposal determined to be unbalanced with respect to such prices or rates. A proposal may be deemed unbalanced if the Base Contract Price, unit prices, option prices or bid rates vary so markedly from either the Government estimate or the range of such prices contained in competing offers as to materially reduce the effectiveness of the Total Evaluated Price formula in determining the potential cost of an offer in comparison to other, balanced, offers.

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following formula: **See Attached Revised CFPB Pricing Sheet- Attachment #2-8.13.14.**

VI.F. Evaluation of Joint Venture Offerors:

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

VII. Attachments

VII.A. Attachment A: Bridging Design Documents Design Objectives and Criteria, Dated 15 April 2014 (on compact disk)

VII.B. Attachment B: Bridging Design Documents Drawings, Dated 15 April 2014 (on compact disk)

VII.C. Attachment C: Bridging Design Documents Specifications, Dated 15 April 2014 (on compact disk)

VII.D. Attachment D: Performance Specification Division 01, Dated 26 June 2014 (on compact disk)

VII.E. Attachment E: Office of Thrift Supervision Building Evaluation Final Report, (Gensler) Dated June 2010 (on compact disk)

VII.F. Attachment 1: Statement of Work

VII.G. Attachment 2: Pricing Sheets

VII.H. Wage Determination Sheet